

COUNCIL ACTION FORM

SUBJECT: JOINT USE PARKING PLAN FOR 3500 UNIVERSITY BOULEVARD

BACKGROUND:

McFarland Clinic is the contract purchaser of land at 3500 University Boulevard in the ISU Research Park. McFarland Clinic requests approval of a Joint Use Parking Plan for the property located at 3500 University Boulevard to accommodate a medical use and a daycare use on the same site. (see Attachment C, Applicant Letter). The site, Lot 2 of the Iowa State University Research Park Phase III, 1st Addition, is 2.93 acres, and is located northeast of the intersection (roundabout) of University Boulevard and Collaboration Place (see Attachment A, Location Map). The site also has frontage along the Plaza Loop. The proposed *Agreement* would be between Iowa State University Research Park and the City of Ames that would then transfer to McFarland Clinic upon their completion of the acquisition of the site.

McFarland Clinic has submitted a Minor Site Development Plan (see Attachment B, *Minor Site Development Plan*), for review by staff for development of a new building to house a medical clinic and a child daycare center. The property is zoned as "RI"(Research Park Innovation District) and is within the Hub Activity Area. The proposed development includes a two-story building, with a total of 32,971 square feet of gross floor area, of which 23,671 square feet is for the medical clinic, and the remaining 9,300 square feet for the daycare. The daycare use is projected by the applicant to have capacity for approximately 130 students. Staffing for daycare is based upon state licensing requirements in relation to the age of children and ratios of children to staff.

The amount of required parking totals 205 parking spaces as independent uses for a daycare center and medical clinic. The proposed project has a total of 147 parking spaces on-site. The site has only one driveway and it connects to University Boulevard. The design of the site is such that the building can be accessed from either the parking lot on the west side or from the Plaza Loop on the east side of the site. It is intended that most of the drop off and pick up of daycare participants will be from the Plaza Loop.

In addition to on-site parking, the "RI" zone allows parking within the public right-of-way of Plaza Loop to count toward the required on-site parking in the "Hub Activity Area". Plaza Loop is a one-way street, with angled parking spaces lining both sides of the street. These parking spaces are for use by employees and visitors to the Hub Activity Area. There are 156 parking spaces on Plaza Loop. Of the 156 spaces, 141 of the

spaces are accounted for as required parking for the ISU Economic Development Core Facility. This leaves 15 spaces for use by other properties surrounding the Hub, including the proposed medical clinic and daycare facility. Staff has approved the use of these 15 spaces as additional capacity for use with the McFarland site. The combination of these 15 spaces and the 147 spaces on site total 162 parking spaces.

Medical office has one of the highest parking rates for uses described in the Zoning Ordinance. There are two different rates that can be applied to the use. Off-street parking requirements for a stand-alone medical office use (*Table 29.406(2) of the Municipal Code*) is based on a parking ratio of 1 space/143 square feet of floor area (7/1,000 sq. ft.). However, the Zoning Ordinance establishes that if there is an approved agreement for shared parking, the ratio is reduced to 1 space/200 square feet of floor area (5/1,000 sq. ft.). McFarland Clinic requests to take advantage of this reduced parking rate as part of the joint use parking agreement.

Approval of the Joint Use Parking Agreement would reduce the number of parking spaces required for the medical clinic from 166 spaces to 118 spaces for a reduction of 48 required spaces. The number of parking spaces required for the daycare center would remain at 39, regardless of a Joint Use Parking Plan. A total of 157 spaces would be required for the two uses (medical clinic and daycare center). The proposed parking lot would accommodate 147 of the 157 required spaces. The proposed shared parking plan would also allow for sharing of ten (10) of the on-site parking spaces due to a differentiation of peak demand to then meet the required parking on the site. In addition to the parking provided on site, there would still be 15 parking spaces along the Plaza Loop available to serve the site.

When a site cannot meet the parking required by the Zoning Ordinance, the option for joint use parking is permitted with Council approval when it can be shown that peak demand of other facilities would allow for both uses to be accommodated during their times of peak parking demand. Please refer to the Addendum, and attachments to this report for the applicant's and staff analysis of peak parking times for the two proposed uses.

The proposed joint use parking agreement is also attached. It includes limitations on the square footage and use of the property to match the described uses of the site to match the parking calculations. The agreement specifies a limit on the number of staff (25) assigned to the daycare use rather than the number of children. Based on state licensing requirements the number of students on site is directly tied to staffing levels and age of the children. The younger the children the higher number of staff per student is necessary. The desired 132 students can be accommodated with a staffing level of 25 persons, depending on the ages of the children.

The agreement also includes a requirement that employee parking occur on site and not within the Plaza Loop. There are also provisions that if there is a change of use or that

there are demonstrable impacts from the reduced parking that the City Council could modify or cancel the agreement. The negative impacts are associated with the use of the subject property and the effects any of its uses could have on the adjacent streets and parking, not issue that could be caused by the use of other properties adjacent to the site. This condition of the agreement is to ensure that the proposed use of the site does in fact match the actual use of the property and the request to reduce the required parking.

ALTERNATIVES:

1. The City Council can approve the Joint Use Parking Plan Agreement for the proposed medical clinic and daycare center, at 3500 University Boulevard.
2. The City Council can approve the Joint Use Parking Plan Agreement for the proposed medical clinic and daycare center, at 3500 University Boulevard, with modifications.
3. The City Council can deny the Joint Use Parking Plan Agreement for 3500 University Boulevard.
4. The City Council can refer this request to staff for further information.

MANAGER'S RECOMMENDED ACTION:

Staff concludes that the parking projections for the joint use of the site are realistic, given the reduced parking space ratio allowed for a medical office use, through a Joint Use Parking Agreement, and based upon the availability of the parking on Plaza Loop for some additional parking to help alleviate the daycare peak demand for drop-off and pick up. A key component of accepting this joint parking plan and the substantial reduction in parking is that City Council can choose to cancel the agreement upon notification to the property owner if the City Council determines there is insufficient parking to accommodate the mix of uses on the site and there are demonstrable impacts on the surrounding area.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the Joint Use Parking Plan Agreement (see Attachment F, Joint Use Parking Plan Agreement) for 3500 University Boulevard.

ADDENDUM

Approval of a Joint Use Parking Plan. When acting upon an application for approval of a Joint Use Parking Plan, the City Council may approve the Plan if it finds that the criteria described in Section 29.406(17)(b) of the Zoning Ordinance are met by the application. These criteria, along with the applicant's and staff's responses, are provided below.

- 1. The analysis presents a realistic projection of parking demands likely to be generated.**

Applicant's Response:

The applicant has submitted an analysis of projected parking demands for the medical clinic, and the daycare center, based on hours of the day during which the clinic, and the daycare center would be open for business. The applicant states that: **“Clinic and daycare are analyzed conservatively with both at full legal/planned maximum capacity for both staff and clients. The daycare drop-off and pick-up traffic is based on the experience and observations of the day care tenant/provider.”**

Projections show that the total maximum number of parking stalls needed for the clinic and daycare combined, at any point in time throughout the day, is 149. The attached table and bar chart, provided by the applicant (*see Attachments D and E, Parking Analysis Table & Bar Chart*), illustrate that the need for 149 parking stalls to meet demand occurs at three times during each day. The first is at 8:00 a.m. to 8:15 a.m., when the clinic opens for the day, and children are arriving at the day care. The second is during the lunch hour between 12:00 p.m. and 1:00 p.m., and the third is at 4:30 p.m. to 4:45 p.m., as children are being picked up at the end of the day. The analysis for parking, broken down into 15-minute increments, shows arrivals of children for the daycare beginning at 6:15 a.m, with 5 arrivals, and increasing each 15 minutes to a maximum of 45 arrivals at 7:30 a.m. The parking demand for daycare staff is constant at 20 between 8:00 a.m. and 4:15 p.m.

Staff's Analysis: Table 29.406(2) of the Zoning Ordinance requires a medical office to provide 1 parking space for every 143 square feet of floor area, if there is an agreement for shared parking. It also requires parking to be calculated separately for other uses on that same site. This assumes that different people come to the site for the different uses. In the case of this type of medical clinic/daycare facility in one building, it is reasonable to assume that the occupants of one vehicle will be going to either the clinic, or the daycare. Therefore, the parking need for each vehicle arriving at the site, must be accounted for independently of all other vehicles, regardless of whether they are going to the clinic, or the daycare. Since the daycare use operates with peak times of pick-up and drop-off early in the morning, and in the late afternoon, it seems reasonable

that the minimum parking required by the ordinance will only be needed at the peak use times as each business opens, and then closes down for the day.

2. Peak demand is sufficiently distinct so that the City Council is able to clearly identify a number of spaces for which there will rarely be overlap of parking demand.

Applicant's Response: The applicant states that: "The Future Owner (McFarland Clinic) intends that the entire parking lot will be treated as a "shared use" on a first-come, first-served basis. Since the analysis we have supplied indicated a full-occupancy/parking stall use of less than the City Ordinance calculations (149 vs. 158), this should not be an issue."

Staff's Analysis: According to the parking analysis submitted by the applicant, parking demand for the daycare is greatest in the early morning, between 6:15 a.m. and 7:45 a.m., before the highest parking demand for the clinic begins at 8:00 a.m. The need for daycare parking increases again in the late afternoon, between 4:30 p.m. and 6:00 p.m., at a time when the parking demand for the clinic is decreasing. In contrast to the parking demand for the daycare, the medical clinic is projected to experience a constant high demand for parking between 8:00 a.m. and 4:30 p.m., with a difference of only 1 to 3 spaces throughout that time period.

The proposed Joint Use Parking Agreement requires that all employee parking for both the medical office and daycare center shall be in the on-site parking lot. Information provided by the applicant indicates that the maximum number of clinic employees is set at 52. Staff parking for the daycare shall be marked as reserved spaces. The daycare staff shall not exceed 25 employees on-site as a condition in the agreement as a means of managing the overall size of the daycare because the number of children can vary under licensing requirements of the state based upon staffing and age of children.

Of the 147 parking spaces proposed on-site, 77 (52+25) spaces will be needed as parking for employees of the two uses. This leaves 70 spaces on-site throughout the day for others visiting the site. If 10 additional spaces are available for use on Plaza Loop, the number of available spaces throughout the day increases to 80. The maximum number of parking spaces needed for patients of the clinic is projected by the applicant to be 73 spaces. Arrivals at the daycare, during non-peak times varies from 1 to 6 vehicles. The applicant asserts that the number of spaces available on-site, at peak times in the early morning, noon, and late afternoon will exceed the number of spaces available on-site by only 2 (149 vs. 147). The 2 spaces needed off-site, are available on Plaza Loop, with pedestrian access to the building from the Plaza Loop on-street parking. Staff asserts that the need for parking spaces throughout the day will likely require the use of parking spaces off-site along Plaza Loop for daycare drop-off and pick up, even

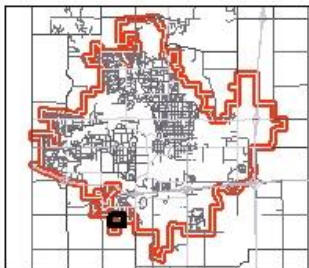
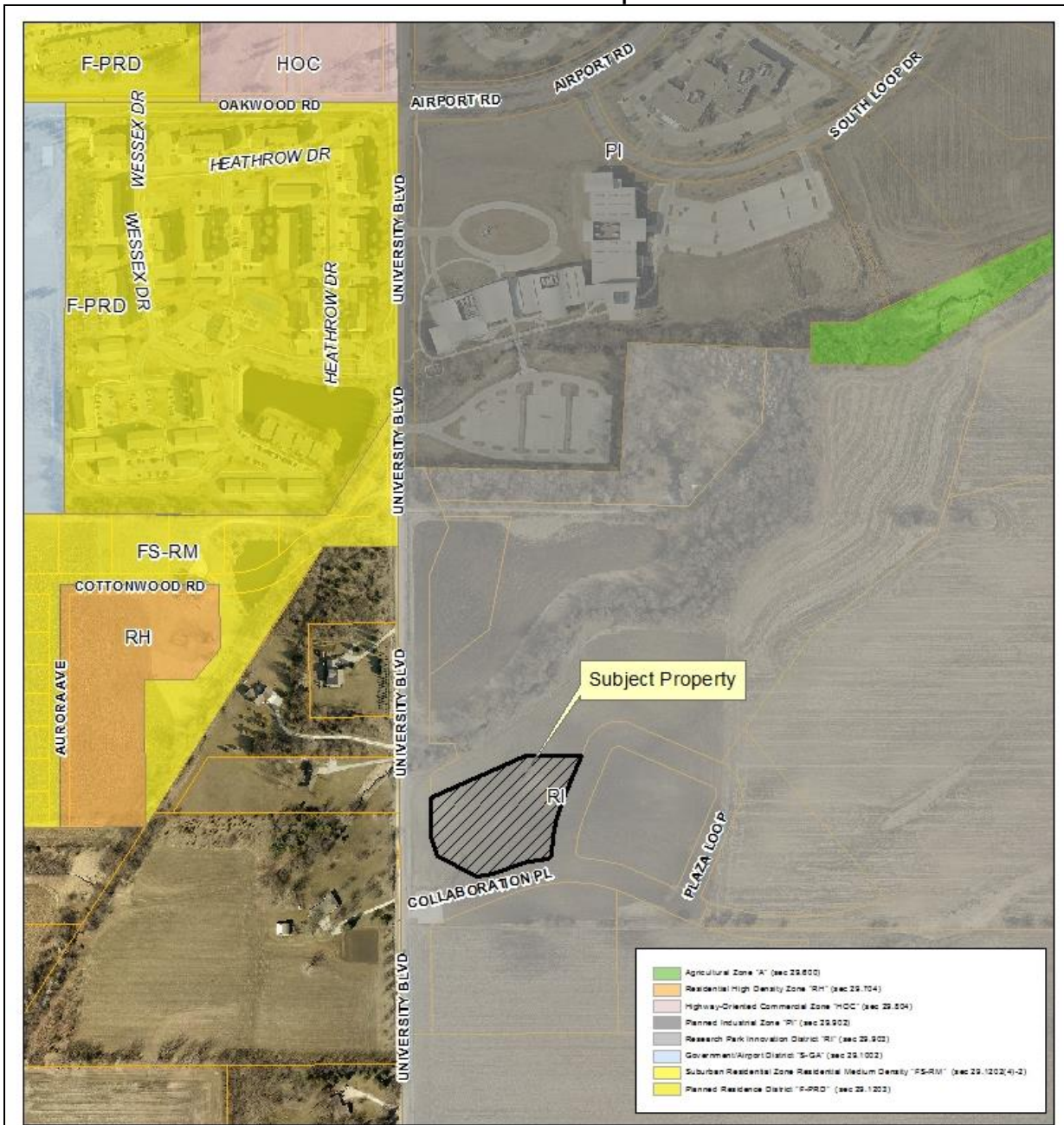
with approval of the reduced parking.

3. Rights to the use of spaces are clearly identified so as to facilitate enforcement.

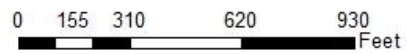
Applicant's Response: Signage will be placed on-site to indicate the assignment of parking for the daycare staff.

Staff's Analysis: The Joint Use Parking Agreement states that all employee parking for both the medical office and the daycare center shall be within the on-site parking lot. In addition, staff parking for the daycare shall be marked as reserved spaces to ensure they are available for day care use and staff does not utilize the Plaza Loop for parking. Although parking along the Plaza Loop is not assigned to the site for its use, its likely that Plaza Loop spaces will be used by daycare participants for drop-off and pick up. Staff estimates that approximately 15 spaces may be used for the daycare use along the Plaza Loop. The agreement includes a provision (#8) that if there are negative impacts to the surrounding roadways (University, Collaboration Place, Plaza Loop) from use of the site related to the reduced parking that the agreement may be modified or cancelled. This could include an overuse of the Plaza Loop parking spaces.

Attachment A Location Map



Location & Zoning Map 3500 University Boulevard



Attachment C Applicant Letter



Real People. Real Solutions.

2730 Ford Street
PO Box 668
Ames, IA 50010-0668

RECEIVED

JAN 11 2017

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

January 7, 2017

Mr. Ray Anderson
City of Ames Planning Department
City Hall - 515 Clark Ave.
Ames, IA 50010

RE: McFarland Clinic – South; 3500 University Boulevard, Suite 102
Shared Parking Application Data

Mr. Anderson,

The data noted below is intended to accompany the formal Joint Use Parking Plan Application Packet.

<u>Current Owner</u>	<u>Future Owner</u>	<u>Tenant #1</u>	<u>Tenant #2</u>
Iowa State research Park 2711 S Loop Dr., Ste. 4050 Ames, IA 50010 Steve Carter	McFarland Clinic 1215 Duff St. Ames, IA 50010 Roger Kluesner	Lily Pad Learning Center 600 E. 1st Street Huxley, IA 50124 Sara Hillebrand	Future Unknown Medical Tenant

The Future Owner intends that the entire parking lot will be treated as “shared use” and on a first-come, first-served basis. Since the analysis we have supplied indicated a full-occupancy/parking stall use of less than the City Ordinance calculations (149 vs. 158), this should not be an issue.

We have also attached an additional copy of our Sheet 5 showing the revised site plan and revised parking calculations, and the parking agreement documentation needed. Should you have any questions or concerns, please do not hesitate to call Jeff Harris with RMH Architects at (515) 292-6075 or myself at 515-233-6100, extension number 3293.

Respectfully Submitted,
Bolton & Menk, Inc.

Reed O. Schwartzkopf, PE
Project Manager.

Encl.

C:\Users\reedsc\Documents\Work Items\McFarland Clinic\Jt Pkg Agr\Application Data Required.docx

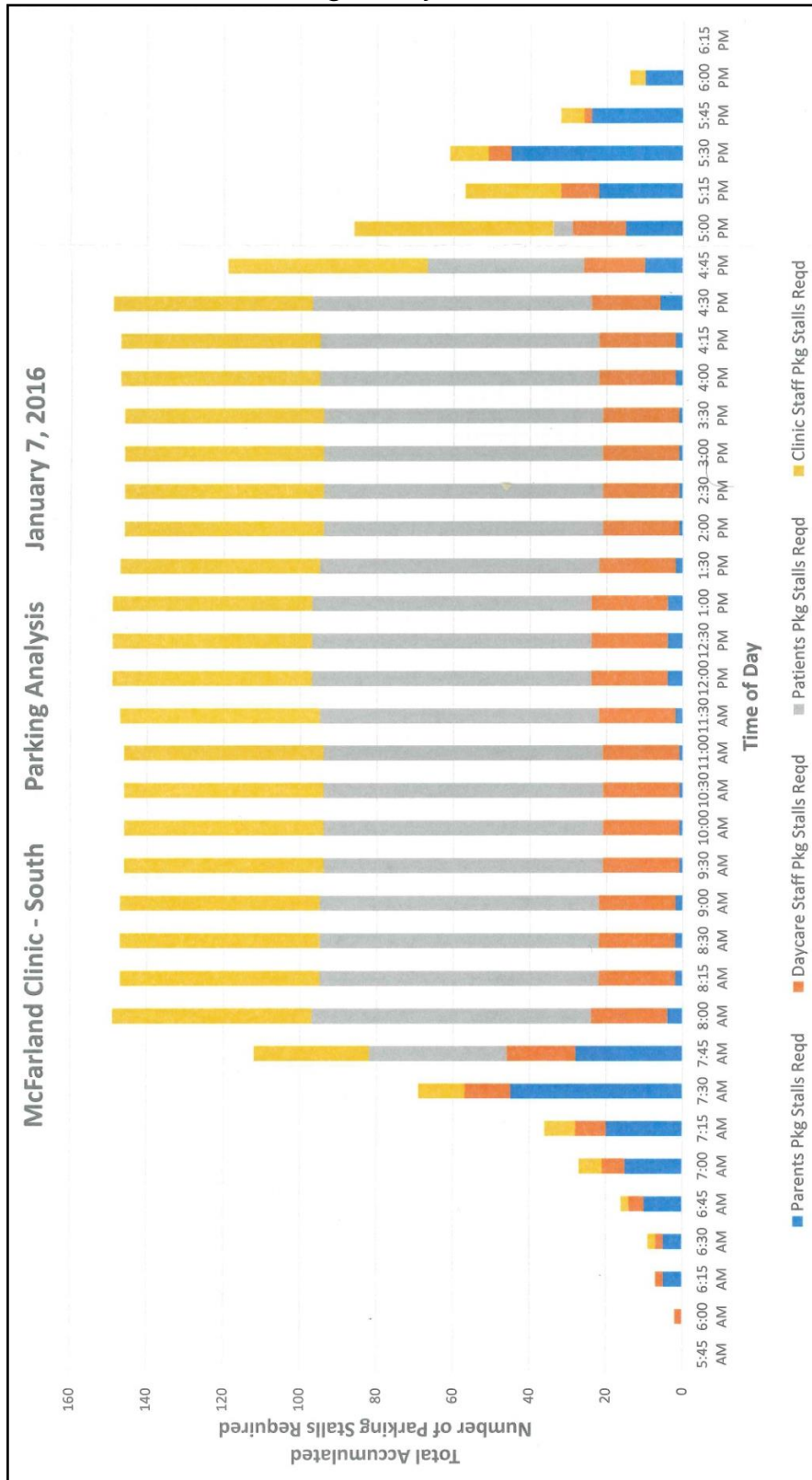
Bolton & Menk is an equal opportunity employer.

Attachment D Parking Analysis Table

Time	Daycare				Clinic				Total Stalls Req'd
	Parents		Daycare Staff		Patients		Clinic Staff		
	No. of Arrivals	No. of Departures	Pkg Stalls Req'd	No. of Kids	No. of Employees	Pkg Stalls Req'd	No. of Employees	Pkg Stalls Req'd	
5:45 AM	0	0	0	0	2	0	0	0	0
6:00 AM	5	5	5	5	2	0	0	0	2
6:15 AM	5	5	5	10	2	0	2	2	7
6:30 AM	10	10	10	35	4	4	2	2	9
6:45 AM	15	15	15	55	6	6	6	6	16
7:00 AM	20	20	20	100	8	8	8	8	27
7:15 AM	45	45	45	128	12	12	0	12	36
7:30 AM	28	28	28	132	18	18	36	30	69
7:45 AM	4	4	4	132	20	20	0	52	112
8:00 AM	2	2	2	132	20	20	73	52	149
8:15 AM	2	2	2	132	20	20	73	52	147
8:30 AM	2	2	2	132	20	20	73	52	147
9:00 AM	2	2	2	132	20	20	73	52	147
9:30 AM	1	1	1	132	20	20	73	52	146
10:00 AM	1	1	1	132	20	20	73	52	146
10:30 AM	1	1	1	132	20	20	73	52	146
11:00 AM	1	1	1	132	20	20	73	52	146
11:30 AM	2	2	2	132	20	20	73	52	147
12:00 PM	4	4	4	132	20	20	73	52	149
12:30 PM	4	4	4	132	20	20	73	52	149
1:00 PM	4	4	4	132	20	20	73	52	147
1:30 PM	2	2	2	132	20	20	73	52	146
2:00 PM	1	1	1	132	20	20	73	52	146
2:30 PM	1	1	1	132	20	20	73	52	146
3:00 PM	1	1	1	132	20	20	73	52	146
3:30 PM	1	1	1	132	20	20	73	52	146
4:00 PM	2	2	2	132	20	20	73	52	147
4:15 PM	2	2	2	132	20	20	73	52	147
4:30 PM	6	6	6	126	18	18	36	52	149
4:45 PM	10	10	10	116	16	16	37	52	119
5:00 PM	15	15	15	101	14	14	36	52	86
5:15 PM	22	22	22	79	10	10	5	25	57
5:30 PM	45	45	45	34	6	6	0	10	61
5:45 PM	24	24	24	10	2	2	6	6	32
6:00 PM	10	10	10	0	0	0	4	4	14
6:15 PM	0	0	0	0	0	0	0	0	0

Assumptions:
 1) Clinic and Daycare are analyzed conservatively with both at full legal/planned maximum capacity for both staff and clients
 2) The Future Clinic Tenant is analyzed as in #1) above, as the Clinic itself, which is also conservative
 3) The Daycare drop-off and pick-up traffic is based on the experience and observations of the Daycare Tenant/Provider

Attachment E Parking Analysis Bar Chart



Attachment F
Joint Use Parking Plan Agreement

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

Return recorded document to: Ames City Clerk, 515 Clark Ave., Ames, IA 50010

JOINT USE PARKING AGREEMENT – IOWA STATE UNIVERSITY RESEARCH PARK FOR USES BY McFARLAND CLINIC

THIS AGREEMENT is made on the ____ day of _____, 2017, by and between Iowa State University Research Park, whose address is 2711 S. Loop Drive, Ames, Iowa 50010, (hereinafter called “Owner”), and the City of Ames, Iowa, whose address is 515 Clark Avenue, Ames, Iowa 50010, (hereinafter called “City”), sometimes referred to in this agreement individually as “party” or collectively as the “parties”.

RECITALS :

WHEREAS, Owner holds title to real property at 3500 University Boulevard, Ames, Iowa, 50010 which is legally described as:

Lot 2, Iowa State University Research Park Phase III, First Addition, Ames, Story County, Iowa (“the Property”).

WHEREAS, Owner seeks to enter into an agreement that will result in development of a 32,971 sq. ft. building for the purpose of operating a medical office use and day care center on the Property.

WHEREAS, the City of Ames *Municipal Code* (Section 29.406) establishes that use of a property requires on-site parking at the rates described within the zoning ordinance for each principal use on a site.

WHEREAS, the proposed development includes construction of 147 on-site parking spaces and use of existing off-site parking spaces on the adjacent public street known as Plaza Loop, as allowed within the Research and Innovation (RI) zoning district, upon City of Ames Planning Director approval, to satisfy the required parking for the medical office use of the site. The day care facility requires additional on-site parking.

WHEREAS, Owner has identified that due to a differentiation of peak demand between the two uses, that both uses can satisfactorily share the required parking of the medical office use.

WHEREAS, the City of Ames *Municipal Code*, with respect to off-street parking (Section 29.406), requires City Council approval of joint use, when the joint use of parking requires less parking spaces than individually required for each use by the *Municipal Code*.

WHEREAS, the City of Ames *Municipal Code* (Section 29.406(2)) permits a reduced parking rate for medical office uses of 5 parking spaces per 1,000 square feet of gross floor area when approved through a joint use parking agreement,

NOW THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties covenant and agree as follows:

1. The principal uses permitted on the Property include Medical Office not to exceed 23,671 gross square feet, and a state licensed Day Care center not to exceed 9,300 square feet.
2. The Day Care center staff shall not to exceed 25 employees on-site.
3. All employee parking for both the Medical Office and the Day Care center shall be within the on-site parking lot.
4. Staff parking for the Day Care shall be marked as reserved spaces.
5. There shall be no enlargement of use on the Property requiring additional parking.
6. The principal uses of the Property may not be changed without approval by the City.
7. The Owner may terminate this agreement for joint use parking by providing 14 days of notice to the City that the medical office use will cease to operate and will be replaced by a general office use that requires city-specified parking at a rate less than the medical office use. The City shall not unreasonably withhold approval to terminate the agreement based upon a change of medical office use to a general office use.
8. The City agrees to the joint use of parking for the site based on the Owner's representation of the types of uses described in this agreement, and upon the anticipated use of parking use for the staff and clients of those uses. If, based on demonstrated actual use of the parking on the Property, there are found to be negative impacts to traffic circulation along University Boulevard, Plaza Loop, or Collaboration Place caused by uses on the Property, the City shall give the Owner a notice of opportunity to cure the negative impacts. The notice

shall provide a date by which a response is required, and shall provide a date to cure. Thereafter, the Owner shall promptly provide in writing the steps that it will take and when those will be implemented.

If the Owner fails to timely respond to the opportunity to cure, or, if after undertaking the opportunity to cure, the negative impacts have not been eliminated by the date to cure , the City shall have the right to terminate this agreement that permits joint use parking with the reduced parking for the medical office use. The decision to exercise the termination right shall be determined by the City Council. The City shall provide no less than 14 days advance written notice to the property owner of the time and date of the City Council meeting at which termination of the agreement is going to be considered.

- 9. The covenants in this agreement shall be binding and inure to the benefit of each of the parties, their heirs, legatees, representatives, transferees, successors, and assigns.

IN WITNESS THEREOF, the parties have executed this agreement on this ____ day of _____, 2017.

IOWA STATE UNIVERSITY RESEARCH PARK

CITY OF AMES, IOWA

By: _____
Steven Carter, President

By: _____
Ann H. Campbell, Mayor

Attest by: _____
Diane R. Voss, City Clerk

STATE OF IOWA, STORY COUNTY ss:
This instrument was acknowledged before me on this ____ day of _____, 20____, by Steven Carter, as President of Iowa State University Research Park.

Notary Public in and for State of Iowa

STATE OF IOWA, COUNTY OF STORY ss:
On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. ____ adopted by the City Council on the ____ day of _____, 20____, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for State of Iowa

MORTGAGEE'S SUBORDINATION

KNOW ALL PERSONS BY THIS INSTRUMENT THAT:

_____ ("Mortgagee") is the present owner of that certain Mortgage given by _____ (Mortgagors) to _____ (Mortgagee), filed in the office of the Recorder of Story County, Iowa, on the _____ day of _____, 20_____, and recorded as Instrument No. _____.

NOW, THEREFORE, the Mortgagee, for good and valuable consideration, agrees that the aforesaid real estate mortgage shall be subordinate to the rights of the City of Ames, Iowa under this instrument.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed on its behalf on this _____ day of _____, 20____.

By: _____

STATE OF IOWA, STORY COUNTY ss:

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, as _____ of said corporation.

Notary Public in and for State of Iowa